Jeanine Davidson
3023 Prospect Ave
Santa Monica, CA 90405
Contactjeaniedavidson@gmail.com
949.374.3725

FILED

APR 1 9 2024

CLERK, U.S. BANKBUPTCY COURT
NORTHERN DISTRICT OF TEXAS

April 15, 2024

US Bankruptcy Court 501 W 10<sup>th</sup> Street Fort Worth, TX 76102

RE: Ryan Shawn Scott, Chapter 13 CASE # 23-43301-MXM-13

Dear Honorable U.S. Bankruptcy Judge,

I am writing to address the objection raised by the debtor, Ryan Scott, regarding the claim I have submitted of \$160,850, Claim 10, in the above-mentioned bankruptcy case. As a creditor in this case, I believe it is crucial to present my perspective for the court's consideration.

The claim I have submitted reflects his unpaid community debt due to the debtor's consistent avoidance of responsibility and failure to engage in meaningful communication regarding settlement offers. Despite numerous attempts by my legal representation to reach an amicable resolution, the debtor has regrettably chosen not to respond, leaving this matter unresolved.

It is important for the court to understand that these debts are not merely financial obligations but represent a shared responsibility within a community setting. The debtor's objection to the claim appears to be an attempt to evade accountability rather than a legitimate dispute over the validity of the debt.

As seen from the enclosed exhibits, the debtor acknowledges responsibility for them which demonstrates his awareness of their validity. Exhibit 1 shows a list of community debts I sent debtor in March 2021, where I proposed a way we could divide the total debt approximately evenly between us. In Exhibit 2, the debtor replies with only two changes to this proposed distribution – removing two personal loans from the totals (\$41,600 + \$5000 = \$42,100). Clearly, this confirms his awareness, ownership and validity of the debts. It's simply community debt. Since California law requires community debts be split equally between the spouses in a divorce, regardless of whose name is on the debt unless total debts significantly exceed assets, which there were essentially none, it's a very clear case. Likewise, in Exhibit 3, you can see that massive debt existed in our marriage for quite some time, as I attempted to meet with the debtor multiple times to create a payoff plan. He declined the meetings, except for one where we decided to borrow money from my sister again, and consolidate at a lower interest rate, among other things. The debtor later lost his job again and more debt ensued (Exhibit 6).

Since the separation in February 2021, I was left with 2 minor children, no child support or help with insurance and bills, including massive community debt payments, counseling and medical bills for the kids, and so on. I refinanced my car out of his name, as promised, and I helped the debtor sell one of the vehicles (our daughter's), that was in his name, earning him \$1000 of unshared profit. Leaving her without a car, I solely

bought her an inexpensive car for cash (her, a college freshman with minimal part time income). Similarly, I also solely bought an inexpensive car for our older daughter who lost hers (she suffers from a mental disorder), but needed transportation to work and support herself and her health. (I also solely paid almost \$9000 for a dental procedure she needed, which Ryan and I were to pay years ago, but got pushed back). I realize this is not part of the claim, though I'm sharing for context.

I've since worked a ridiculous amount of hours, while raising our son alone out of state, in order to payoff our community debts, as shown in the documents that were attached with the claim. I paid off the majority of our community debts, including as you'll see \$83,752 of credit card debt (\$6346 + \$19026 + \$1612 + \$36,011 + \$20,757 = .\$83,752) + \$46,100 for the personal loan, totaling \$129,852 (Exhibit 5) for just these items, and debtor has not fulfilled his obligations, nor reimbursed or contributed to any of this.

I respectfully request that the court thoroughly review the details of this claim and consider the broader context of the debtor's behavior in handling his financial obligations. The evidence clearly indicates that the debts in question are legitimate and should be acknowledged as such in the bankruptcy proceedings.

Furthermore, I urge the court to prioritize fairness and equity in its decision-making process, ensuring that all parties involved are held accountable for their obligations. Granting approval of my claim would be a step towards upholding these principles and ensuring that justice is served in this case.

Thank you for your attention to this matter. I trust that the court will carefully consider the information provided and make a decision that aligns with the principles of justice and fairness.

Respectfully yours,

Jeanie Davidson

Copies sent to:

Tim Truman, Chapter 13, Trustee

6851 N.E. Loop 820, Suite 300

N. Richland Hills, TX 76180

Marilyn D. Garner, Esq.

2001 East Lamar Blvd, Suite 200

Arlington, TX 76006

Total Balance   J   R   Both   Both	Total Balance	Loan         Ally Auto Loan Nissan         Total         J         R           Loan         Ally Auto Loan Nissan         (\$27,577)         (\$19,284)           Loan         Bobtor         (\$27,577)         (\$19,284)           Loan         NFCU 4Runner         (\$27,577)         (\$37,373)           Loan         NFCU 4Runner         (\$27,577)         (\$37,373)           Loan         NFCU CC 8810         R         R           Loand         NFCU CC 4632         (\$28,081)         (\$22,990)           LCard         NFCU CC 4632         (\$18,652)         (\$24,164)           LCard         Oiti 1488         (\$3,284)         (\$24,164)           LCard         Oiti 1488         (\$3,284)         (\$3,688)           LCard         Oiti 1488         (\$3,688)         (\$3,688)           LCard         Oiti 1488         (\$3,688)         (\$3,688)           LCard         WellsCC Bus 5729         (\$3,688)         (\$3,688)           LCard         WellsCC Bus 5729         (\$3,688)         (\$3,688)           LCard         WellsCC Bus 5729         (\$3,688)         (\$3,688)           Loan         SM Tuition         (\$41,600)         (\$3,688)           Loan         Feme	Debtor         Total         J         R           Ally Auto Loan Nissan         Balance         J         R           BofA Auto Loan - Kona         (\$27,577)         (\$19,284)           NFCU 4Runner         (\$27,577)         (\$37,373)           NFCU 4Runner         (\$27,577)         (\$37,373)           NFCU CC 8810         (\$22,677)         (\$22,990)           NFCU CC 8810         (\$22,864)         (\$22,164)           NFCU CC 8810         (\$22,284)         (\$24,164)           Citi 2618         (\$3,284)         (\$24,164)           Citi 2618         (\$3,284)         (\$24,164)           NFCU CC 8810         (\$3,284)         (\$24,164)           NFCU CC 8810         (\$3,284)         (\$24,164)           Citi 2618         (\$3,284)         (\$24,164)           WellsCC Bus 5729         (\$3,287)         (\$3,24,275)           Lori         (\$2,287)         (\$3,24,275)           Lori         (\$2,28,300)         (\$3,24,275)	7000								, Alv	•				establishment and a second of the second of	a proposation and the second s		////		and the state of t	 THE REAL PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDR			icludes \$5K to your parents	if planning to pay them back? Otherwise, only \$6900 difference.	e if desire ie- your car is \$19K,	no payment,
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J S <sjeanie01@gmail.com>

#### Bills breakdown

1 message

Jeanie Scott <sjeanie01@gmail.com>
To: Ryan Scott <ryscott004@gmail.com>

Wed, Mar 31, 2021 at 6:43 PM

Hi Ryan,

I made a spreadsheet of bill totals, payments due dates. I hope I got it all, I think I did.

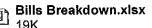
The first tab has notes, balances, payment amts, due dates and indicates who it's under.

The 2nd tab is the same but less info to sort through the current breakdown.

The 3rd tab is my attempt at re-distributing a few that have yellow highlights, to make it as even as possible, so we can be organized, not get behind and know what each is covering.

Let me know what you think, k?

Jeanie



Pmt c 348								
378	Type	Debtor	<u>Total</u> Balance	اد ا	ద	Both		
5	Auto Loan	Ally Auto Loan Nissan			(\$18,089)			***************************************
370	Auto Loan	BofA Auto Loan - Kona			(\$19,284)			
572	Auto Loan	NFCU 4Runner		(\$27,577)				
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2,985 \$	2,320 unsecured		TOTAL	-\$125,921	\$88,429	\$88,429 unsecured	Total Control of Contr	ag
s	718 auto loans			\$27,577	l	auto loans	The state of the s	
3.557 \$ 3	\$ \$ \$19			-\$153,498	-\$125,802	\$11,900		5
		More from Jeanie per mo				More on Total to Ryan, BUT	More on Total to Ryan, BUT includes \$5K to your parents	Of
	Doesn't incl 7	Doesn't incl Tuition payoff in mo pmts				if planning to pay them back.	if planning to pay them back? Otherwise, only \$6900 difference.	
	Since already	since already due this mo, Apr				Idea: You can sell your car an	idea: You can sell your car and buy a used cheaper car if you don't feel good about the debt total. Ill sell you the Jeep	otal. III seil you the jee
							THE PROPERTY OF THE PROPERTY O	
						Then, total goes down to \$14	Then, total goes down to \$149K ish, approx \$8k less than my total	



Jeanie Scott <jeanietscott@gmail.com>

#### **Divorce Proposal 4-12-21**

1 message

Ryan Scott <ryscott004@gmail.com>
To: Jeanie Scott <sjeanie01@gmail.com>

Mon, Apr 12, 2021 at 12:53 PM

Jeanie,

This is my proposal hoping to avoid financial implications, complications and to expedite the divorce process of the 6 mos. cool-off period. If these bullet points can't be negotiated and agreed upon, this email will become null and void. My goal is to get this resolved so you and I can get down the road with our lives and coexist for the children moving forward. Please be open-minded and communicate freely so that we can come to an amiable agreement for us and the children.

See below and reply back with comments if any.

#### **Debt/Financials**

- 1. We are <u>absolutely not</u> including family loans. These type of loans can be put off and managed on a one to one basis with individual family members on both sides in a private manner. These tell a false financial story and can always be relieved with family members moving forward. That said, I have moved the EIDL loan over to your side to balance things out. You initiated these loans on your own and I feel you own the responsibility of paying them back.
- 2. You've also put multiple smaller debt items under your name allowing a quick pay-off and lower interest rates across the board. We both know that these can be paid off very quickly and start snowballing debt. I would be happy to take them over and trade if you feel differently as the interest rates are small in relation to the smaller amounts.
- 3. As far as auto loans are considered, I basically have all 3 automobiles in my name conveniently. I would never sell my car....I need my car as much as you need yours so an old jeep isn't an option for me. This might be an option for you in which I can sell your 4 Runner for you and you can downgrade to an economical used car or, better yet assume Claira's car and payments.
- 4. Claira's car in my opinion should be spilt between you and myself at a minimum. Is she your daughter too? Maybe this should be assumed with Child support?
- 5. You need to re-apply for the utilities at YOUR dwelling. These are not and have not been my responsibility since I left on 2-19-21. I'm not sure how you are paying but I don't want to get mixed up in your financial decisions...my credit rating.
- 6. I've also aske that you be taken off ALL life insurance policies as the beneficiary. I will appoint someone else who will facilitate in my/kids best interest.
- 7. The SOLO 401k will be dispersed 50/50 (18k per person with penalty and taxes being considered) per CA divorce law. If you would like to negotiate that in lieu of taking on more debt, I would be happy to listen and talk.
- 8. In addition, I absolutely under no circumstances, will accommodate any other debt outside of your spreadsheet you have generated and sent moving forward. Please understand this.

I've attached your spreadsheet reflecting the amended balances in blue that I have detailed above and am proposing.

# **Spousal Support**

I'm willing to sign my rights away if you are <u>ONLY</u> if we can come to an agreement out of court. I agree neither party needs this and it will only complicate matters. That said, you've mentioned nothing regarding child support. This leads me into the next item....

# **Child Support**

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Document Page 7 of 34

I'm not sure why you haven't mentioned this yet. If we are negotiating things, this needs to be included. The idea is to get everything hammered out so that the attorneys are barely lifting a finger, thus charging both you and I substantially less. I have a number in my head but am not aware of your intentions at this time. If your intentions are to let the court decide then this email and associated items are void and null.

My hopes are we can come to an agreement. We both know that Ollie is very minimal in cost. I'm willing to carry health insurance for him and Claira which will have myself assuming an additional cost which isn't cheap. This all said, I would be more than happy to have him and be the primary parent. I would ask \$0 child support and pay for all visitation. Let me know if this is something you're willing to consider.

Again, at present I am currently paying for Claira's car and cell phone coverage that should be considered when asking for additional money. That is a total of over \$400 per month of which you really should be paying half. Honestly, I've taken the initiative when you wouldn't. This is quite a bit of money of which I do not have to pay and have assumed the burden of paying. This should cover most of whatever you are asking for. If you just have to have the cash then you can assume these payments and I'll pay you direct in the form of child support. You can explain to Claira why this is. If your rebuttal is, "she's your daughter" then she's yours too and you should consider paying as well.

# **Visitation**

I will have Oliver and Claira every summer, spring break and ALL holidays for the duration unless custody changes. This is typical of the 70/30 rule. I will not negotiate this, the same as you will not negotiate physical custody as you stated the other day via text. We will alternate the cost to fly them back and forth, with the next trip being on your dime as I facilitated the first one for the approx. sum of \$600. You also sent them with \$0 which is fine, but bear in my mind I paid for everything here and bought shoes and clothing that he badly needed as he had small clothes and rips in his shoes. Keep this in mind as it isn't cheap.

In closing, please consider all things and comment and get back to me with 48 hours if you can with any changes or amendments that you have. We have to communicate until we reach an agreement or this will take an ugly turn for both of us.

Ryan

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Exhibit 3: Document Page 8 of 34 y I

Legislarly tried to meet

with Ryan to get debts

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for I year prior to our split

Clearly a let of community

Clearly a Ryan was 100000

debt and Ryan was 100000

involved + aware.

<u>Total</u> <u>Balance</u>	(\$1,517)	(\$2,456)	(\$2,754)	(\$3,616)	(\$4,044)	(\$6,100)	(\$6,180)	(\$18,129)	(\$20,955)	(\$24,220)	(\$30,002)	(\$36,500)	(\$156,473)	(\$37,525)	(\$37,810)	(\$2,000)	(\$47,500)	(\$127,835)	(\$284,308)	(\$31,555)	(\$23,500)	(\$21,690)	(\$76,745)	(\$2,100)	(\$2,100)	¢.
Debtor	American Express CC	AA Citibank CC	Paypal2	Wells Business CC1	Paypal1	Wells Business CC2	Citibank CC2	Discover CC	Citibank CC1 (usually \$700/mo)	Navy Fed CU CC2	Navy Fed CU CC1	Bank of America CC	Total CCs	Upstart Consolidation	Navy Fed CU Consolidation	Gary & Ferne	Lori - OC CU	Total Other	Both Total	Navy Federal Auto 4runner	Bank of Amer Auto Kona	OneMain Truck/Consol	Auto Loans Total	Others making/can make pmts: IRS	CA Tax	Medical Collections
Day Due	28	10	īC	25	52	25	17	88	28	78	21	25		21	17	Ą	21			17	31	₩-				
Pmt	40	125	88	92	156	155	300	370	2,775	490	610	605		1,049	1,277	N N	650			572	370	622				
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J S <sjeanie01@gmail.com>

DA

1 message

J S <sjeanie01@gmail.com>

To: Ryan Scott <ryscott004@gmail.com>

Mon, Jan 27, 2020 at 6:53 AM

Here's the spreadsheet I worked on this weekend.

Meeting is tonight 6:30.

Love you, Jeanie

Debt 1-26-2020.xlsx 23K

Today

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# **Event Details**

Edit

# **Monthly Financial Planning Lunch -**3 Month Plan

Sunday, May 6, 2018 from 12 PM to 1 PM

11 AM	
Noon	
1PM	
2 PM	
Calendar	Meeting Invites \$
Invitees	2 >
Jeanie Scott	Ryans Ipad
Alert	None ≎

Debtor declined the
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with the exception of one,
where we not at Claim
Jumper + discussed a plan,
decided to consolodate debt
decided to consolodate debt
for payoff via a lower interest
for payoff via a lower interest
loan from my sister (Sori). He
toon Delete Event again + more debt

J S <sjeanie01@gmail.com>

# getting things in order

1 message

Jeanie Scott <sjeanie01@gmail.com> To: lakerguru2@gmail.com

Wed, Aug 14, 2019 at 9:59 AM

Hey Lor,

I owe you \$48,750, part at 5%, part at 8% and part unaccounted for re: a rate. We increased payment to \$550/mo due by 21st (though I did send \$1K last month instead). Would you object if I just do a replacement note to combine/update the full amount into one, total at the higher @ 8%, or even higher if you wish, which I'm fine with? Prefer to keep payment @ \$550, but if need could update to \$650 (prefer less until I know if Ryan will get the new job or not, at least, but say what you need, I mean it). If you need an accounting of payments, I can send, as well.

Just let me know. I was planning to transfer payment today. Love you,

Jeanie

Kyan agreed on these twice He gut his job multiple times - a replacemen got fined a few to Lad to Supp likely both war fund deposits Orange County Wedt vion account, same bank, my sister well as where I finally paid her oft; well as where I finally paid her oft; July 2023. I worked myself to the bor July 2023. I was our debt. She's trying to do this t it was our debt. retire + I will not be the reason she can't. \$10,000

one of the promissory

3/20/19

FOR VALUE RECEIVED, the undersigned, (the "Maker"), hereby promises to pay to the order of **Lori Davidson** ("Payee"), the principal sum of \$ 10,000 pursuant to the terms and conditions set forth herein.

PAYMENT OF PRINCIPAL. The principal amount of this Promissory Note (the "Note") and any accrued but unpaid interest shall be due and payable in **60** equal monthly installments in the amount of **\$100** beginning **4/22/19**. All payments under this Note shall be applied first to accrued but unpaid interest, and next to outstanding principal. If not sooner paid, the entire remaining indebtedness (including accrued interest) shall be due and payable on **2/22/24**.

INTEREST. This Note shall bear interest, compounded annually, at 8 percent.

PREPAYMENT. The Maker shall have the right at any time and from time to time to prepay this Note in whole or in part without premium or penalty.

REMEDIES. No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Payee shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Payee.

EVENTS OF ACCELERATION. The occurrence of any of the following shall constitute an "Event of Acceleration" by Maker under this Note:

- (a) Maker's failure to pay any part of the principal or interest as and when due under this Note; or
- (b) Maker's becoming insolvent or not paying its debts as they become due.

ACCELERATION. Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Payee may have, Payee shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

SUBORDINATION. The Maker's obligations under this Promissory Note are subordinated to all indebtedness, if any, of Maker, to any unrelated third-party lender to the extent such indebtedness is outstanding on the date of this Note and such subordination is required under the loan documents providing for such indebtedness.

WAIVERS BY MAKER. All parties to this Note including Maker and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

EXPENSES. In the event any payment under this Note is not paid when due, the Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to 15% of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Payee in exercising any of its rights and remedies upon default.

GOVERNING LAW. This Note shall be governed by, and construed in accordance with, the laws of the State of California.

SUCCESSORS. All of the foregoing is the promise of Maker and shall bind Maker and Maker's successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the day and year first above written.

Maker:

Jeanie Scott

DocuSlaned by:

3/20/2019 | 1:17 PDT

| Case 23-43301-mxm13 | Doc 38 | Filed 04/19/24 | Entered 04/19/24 12:58:09 | Desc Main | Document | Page 15 of 34 | Description | Withdrawal / TRANSFER TO LORI DAVISON | -\$46,100.00 | \$20.00 | \$20.00

07/03/2023

Date

# Payment Activity



Citi® / AAdvantage® Platinum Select®-1488

Minimum Payment Due

\$0.00

Last Statement Balance

\$0.00

**Current Balance** 

\$0.00

Payment Due Date

Apr 17, 2022

## **Scheduled Payments**

Looks like you don't have any scheduled payments.

# Payment History

Date	From Account	Confirmation	Status	Amount .
քրը. Mar 23, 2022	CALBANKTRUST PERSONAL CHKING - 4548	430702878847030	Credited	\$61.66
Mar 10, 2022	CALBANKTRUST PERSONAL CHKING - 4548	430691191765238	· Credite	\$5,956.97
Mar 01, 2022	CALBANKTRUST PERSONAL CHKING - 4548	430683804726990	Crédite I	\$200.00
Feb 15, 2022	CALBANKTRUST PÉRSONAL CHKING - 4548	430671809760902	Crédite	\$190.00 = \$6,346 (Over \$6291)
Jan 17, 2022	CALBANKTRUST PERSONAL CHKING - 4548	420646988716395	Credited	\$255.00
Dec 13, 2021	CALBANKTRUST PERSONAL CHKING - 4548	430615645076577	Credited	\$275.00
Nov 17, 2021	MY/WELLS CHECKING 7767 - 7767	430593354470178	Credited	\$60.00
Oct 25, 2021	MY WELLS CHECKING 7767 - 7767	430573294569648	Credited	\$225.00
Oct 11, 2021	MY WELLS CHECKING 7767 - 7767	430561171419156	24/4 Credited	\$295.00
Sep 17, 2021	MY WELLS CHECKING 7767 - 7767	420540790863153	Credited	\$585,00
		<del></del>		

# Payment Activity



Citi® / AAdvantage® Platinum Select®-2618

Minimum Payment Due

\$0.00

Last Statement Balance

\$0.00

**Current Balance** 

\$0.00

**Payment Due Date** 

Apr 28, 2022

# **Scheduled Payments**

Date	From Account	Confirmation	Method	Amount	Action
Apr 07, 2022	CalBankTrust Personal Chking - 4548	2708	Online	\$364.00	<u> </u>

# **Payment History**

Date	From Account	Confirmation	Status	Amount
Mar 23, 2022	CALBANKTRUST PERSONAL CHKING - 4548	430702881684315	Credițed	\$56,14
Mar 18, 2022	CALBANKTRUST PERSONAL CHKING - 4548	420698463642487	Credited	\$18,296.38
Mar 05, 2022	CALBANKTRUST PERSONAL CHKING - 4548	420687259452240	Credited	\$7,30.00 = \$19,026 (Over \$18,934
Feb 15, 2022	CALBANKTRUST PERSONAL CHKING - 4548	420671814973862	Credited	;;;\$640.00
Jan 25, 2022	CALBANKTRUST PERSONAL CHKING - 4548	420653509803829	Credited	\$480:00
Dec 13, 2021	CALBANKTRUST PERSONAL CHKING - 4548	430615639733137	Credited	\$950.00
Oct.22, 2021	WELLS FARGO BANK NA - 7767	430570903286127	Credited	\$1,320.00
Oct 11, 2021	WELLS FARGO BANK NA - 7767	420561220560715	Credited	\$1,050.00

Menu

> Aug 25, 2021

Paid

#### **AMERICAN EXPRESS**

Q Help Log Out

	-43009
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Chat

Make a Payment	:			<ul> <li>AutoPay</li> </ul>	Off Start AutoPay
Payment Not Re			. فنهم		
Payment Not He	quirea.				
Dank Assault	Onlant David Annual		Managa Bad Assault		•
Bank Account	Select Bank Account		Manage Bank Accounts		
Amount	Minimum Payment Due (1)		\$0.00		
	Statement Balance ①	**	\$0.00		
	Total Balance ①		\$0.00		
		;			· .
	Other Amount	٠	\$	0.00	
			No. of the second secon		
Date	Today. Apr 7, 2022	•	ents must be submitted by	8:00 p.m. MST to	. *
	Ly roddy. ripi ri zozz	be po	sted with today's date.	•	
Martin Color Martin					
	more ways to make payments for add inthly fee and no interest. Get Started	ded flexibil	ity. Now you can choose a	custom amount of \$100	O or more to put into
	•			er e	
Pay by Computer Term	ns & Conditions			N	lake a Payment
, uj zj compater tem	o a gardinana			iA	iane a raymem
			to y t	a je	
Payment History				Useful Links	
				Change Monthly	Manage AutoPay
> Mar 05, 2022	Paid		\$1,232.18	Payment Due Date	Manago Autor ay
> Feb 15, 2022	Paid		Ø 4 E OD	Plan It: Create / View Plans	Add Someone to Your Account
7 Feb 10, 2022	raiu		\$45.00	**	• •
> Jan 25, 2022	Paid		\$45.00	Dispute a Payment	Request Credit Balance Refund
\ D_= 40,0004	Deld.			Check Spending	
> Dec 13, 2021	Pald		\$85.00	Power	e the second
> Nov 29, 2021	Paid		\$40.00		*R -,
		· · · · · · · · · · · · · · · · · ·			
> Oct 11, 2021	Paid		\$165.00 = \$1,612 (Over \$1,516)		
> Sep 28, 2021	Pald .	Ì	\$70.00	•	

\$45.00

## Payment Activity

#### eBills Due

eBills help you track when a bill is due.

46.5

#### **Payments**

Date Range .		 From	To
Specific date range	Up To 24 months	Numeric date starting with the month	
Filter By			
All	<b>~</b>		
eBills Only			

Showing 1 - 17 of 17 payments

page

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\$27,220,00 k Trust *4548 \$750,00 uk Trust *4548 \$605,00 uk Trust *4548 \$600,00 uk Trust *4548 \$600,00 '7767 \$595,00 '7767 \$594,00	4-7-22 3-18-22 3-5-22 2-15-22 1-25-22	Scheduled Cfm # SMS5L-5BG0C  Processed Cfm # SKQY0-X5NRM  Processed Cfm # SJF6J-CC423  Processed Cfm # SG9QC-WTY66  Processed Cfm # SD54C-X1XKW  Canceled Cfm # SD520-3985J
\$605.00 nk Trust *4548 \$600.00 nk Trust *4548 \$600.00 *7767 \$595.00 *7767	3-5-22 2-15-22 1-25-22	Cfm # SKQYO-X5NRM  Processed Cfm # SJF6J-CC423  Processed Cfm # SG9QC-WTY66  Processed Cfm # SD54C-X1XKW  Canceled
\$600.00 nk Trust *4548 \$600.00 nk Trust *4548 \$600.00 *7767 \$595.00 *7767	2-15-22 1-25-22	Cfm # SJF6J-CC423  Processed Cfm # SG9QC-WTY66  Processed Cfm # SD54C-X1XKW  Canceled
\$600.00 *7767 \$595.00 *7767	1-25-22	Cfm # SG9QC-WTY66  Processed Cfm # SD54C-X1XKW  Canceled
\$595.00 \$7767		Cfm # SD54C-X1XKW  Canceled
*7767	1-25-22	Canceled
\$594.00		
		Marked as Pald
\$610.00 *7767	12-14-21	Processed Cfm # S7TN9-D376P
\$600.00 *7767	11-17-21	Processed Cfm # S539K-541H6
\$600,00 *9036	11-17-21	Canceled Cfm # S539H-V7NX3
\$650.00 *7767	10-22-21	Processed Cfm # S2H29-C1TTT
\$1,310.00 *7767	10-11-21	Processed Cfm # S1BNO-FKGQZ
\$645,00 *7767	9-24-21	Processed Cfm # RZK6Q-T9KRF
\$615.00 • *7767	4-30-21	Processed Cfm # RHFR5-VCGWL
\$610,00 *7767		Processed Cfm # RWGV3-YYWQV
\$610.00 *7767	; 2° - 5	Processed Cfm # RCO4W-L1THN
	\$610.00 *7767 \$600.00 *7767 \$600.00 *9036 \$650.00 *7767 \$1,310.00 *7767 \$645.00 *7767 \$615.00 *7767 \$610.00 *7767	\$610.00

Total

\$36,015.00

Scheduled, in Process, and Processed payments

Case 23-43301-mxm13 Doc 38 Filed 04/19/24 Entered 04/19/24 12:58:09 Desc Main 57/7 Page 20 of 34 Document Description Payment Date Status BANK OF AMERICA - PERSONAL CARD Visa Platinum Reserve Card \*585¢ 590.00 4-2-23 Processed Cfm # RDL7B-QB717 Total \$36,015.00 Scheduled, in Process. and Processed payments (Over \$36,011) only, including any fees. Showing 1 - 17 of 17 payments

#### DISC@VER

Log Out

#### **ONLINE PAYMENTS**

Minimum payment of \$243.66 due on 04/28/22 Balance as of 04/07/22: \$12,417.77

Questions?

Make a Payment

**Payment History** 

Your payment information is protected

Payment History

**Pending Payments** 

Here is a list of payments successfully made to your account. To view or cancel pending payments, click View Pending Payments.

**Automatic Payments** 

**Change Payment Due Date** 

Manage Bank Accounts

Pavmen	ŧ	Hie	in ra
raymen	ι	1115	LUI I

Payment Posting Date	Amount	Payment Method	Paid from	
March 18, 2022	\$5,500.00	Online	California Bk and Tr, A Div of Zion ending 4548	
March 5, 2022	\$350.00	Online	California Bk and Tr, A Div of Zion ending 4548	
February 15, 2022	\$350.00	Online	California Bk and Tr, A Div of Zion ending 4548	
January 25, 2022	\$355.00	Online	California Bk and Tr, A Div of Zion ending 4548	
December 13, 2021	\$16.87	Online	Cashback Bonus Redemption Payment	
December 13, 2021	\$355.00	Online	Wells Fargo Bank NA ending 7767	
November 17, 2021	\$355.00	Online	Wells Fargo Bank NA ending 7767	
October 11, 2021	\$715.00	Online	Wells Fargo Bank NA ending 7767	
September 28, 2021	\$360.00	Online	Wells Fargo Bank NA ending 7767	
	= \$8,340 pmts			
View Pending Paymer	its Go to Account Ho	me		

Case 23-43301-mxm13 Doc 38 Filed 04/19/24 Entered 04/19/24 12:58:09 Document

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#### DISC@VER

Desc Main

Log Out

ONLINE PAYMENTS

Minimum payment of \$243.00 due on 04/28/22 Balance as of 04/07/22: \$12,417.77

Questions?

Make a Payment

Your payment information is protected

Payment History

Pending Payments

**Automatic Payments** 

**Change Payment Due Date** 

Manage Bank Accounts

**Pending Payments** 

View payments that have already posted to your account at Payment History. If you would like to make a payment now, click "Make a

Edit or cancel a pending payment by choosing the link next to each listing. Please note, payments being processed cannot be modified.

**Pending Payments** 

Scheduled Payment Payment Amount Account / Nickname Payment Date Method Confirmation# April 7, 2022 \$12,417.77 Online CalBankPersChk ending 4548 GC23-CM21-8JW1 Edit | Cancel

Please note: Payments so made online or by phone eduled online or by phone must be edited fter 5:00 p.m., may be modified until mid or canceled before 5:00 p.m. Eastern Time on the scheduled payment date. Same day payments ight Eastern Time of that same day.

Make a Paymen

Go to Account Home

Important Information for Online Payments

\$8,340 + \$12,417 = \$20,757 (Over \$\$17,497) Case 23-43301-mxm13 Doc 38 Filed 04/19/24/Entered 04/19/24 12:58:09 | Desc Main 1 / 12

# Jamie threw me out and took my phone and computer

From: Ryan Scott (ryan.scott5@att.net)

To: scott.jeanie@att.net

Date: Wednesday, April 27, 2016 at 09:16 AM PDT

Try calling the house I guess. She said I am only paid through today. Also couldn't get any of my pics off the computer and phone.

Fwd: Monthly payment reminder

1 message

Jeanie Scott <sjeanie01@gmail.com>
To: Ryan Scott <ryscott004@gmail.com>

Thu, Mar 18, 2021 at 11:06 AM

Hi.

This is coming due below. It's in your name. I requested COVID relief which lowered the payment for Feb and March only. I paid it in February. It needs to be paid again soon, so as not to have a bad mark on credit.

login: sjeanie01@gmail.com

pw: (I think you know what I mean and if not let me know)

I can try to deposit and transfer that check to you later today if you like. Would you like me to?

FYI - yesterday I paid our insurance (\$500s) and your Wells Fargo biz card (\$149)

Soon I'll get a list of everything together so we can start sorting through this, getting organized, finding better deals, dividing/restructuring.

Please do let me know dates/plan for spring break. I realize you'll be packing stuff which is fine, but I'm guessing that'il be a day or so? What about the rest of the time? Will you be doing stuff with the kids/staying somewhere, or what are your thoughts? I'll likely have work and will need to know so I can plan what to do with the kids - some kind of camp or care for Oliver, or whatever, plus Claira may have work unless requests off with adequate time. I truly believe your original plan was better for them and you, but whatever you think....

----- Forwarded message -----

From: Upstart <support@upstart.com>
Date: Mon, Mar 15, 2021 at 2:59 AM
Subject: Monthly payment reminder
To: Ryan Scott <sjeanie01@gmail.com>



Hi Ryan

Your Upstart loan payment for L359964 is coming up. You have \$262.06 due. You will need to log into your account and manually transfer payment from your Wells Fargo checking: x-9036 bank account. Please remember to initiate your payment on your dashboard before your due date.

Loan ID

L359964

Payment due date

March 22, 2021

Monthly payment

\$262.06

Total outstanding principal

\$33,124.19

Estimated months until fully repaid\* 47

3/12

Case 23-43301-70x7013 Doc 38 Filed 04/19/24 Entered 04/19/24 12:58:09 Desc Main Document Page 25 of 34

M Gmail

Shunned responsibility

J S <sjeanie01@gmail.com>

## Re: Monthly payment reminder

1 message

Ryan Scott <ryscott004@gmail.com>
To: Jeanie Scott <sjeanie01@gmail.com>

Thu, Mar 18, 2021 at 2:08 PM

Yeah I found that out. Not paying it. Please send the check.

Sent from my iPhone

On Mar 18, 2021, at 1:13 PM, Jeanie Scott <sjeanie01@gmail.com> wrote:

Also, it's setup with the old checking account that is closed, so you'll want to update before submitting as otherwise it won't go through.

On Thu, Mar 18, 2021 at 11:06 AM Jeanie Scott <sjeanie01@gmail.com> wrote:

Hi

This is coming due below. It's in your name. I requested COVID relief which lowered the payment for Feb and March only. I paid it in February. It needs to be paid again soon, so as not to have a bad mark on credit. login: sjeanie01@gmail.com

pw: O...v...23 (I think you know what I mean and if not let me know)

I can try to deposit and transfer that check to you later today if you like. Would you like me to?

FYI - yesterday I paid our insurance (\$500s) and your Wells Fargo biz card (\$149)

Soon I'll get a list of everything together so we can start sorting through this, getting organized, finding better deals, dividing/restructuring.

Please do let me know dates/plan for spring break. I realize you'll be packing stuff which is fine, but I'm guessing that'll be a day or so? What about the rest of the time? Will you be doing stuff with the kids/staying somewhere, or what are your thoughts? I'll likely have work and will need to know so I can plan what to do with the kids - some kind of camp or care for Oliver, or whatever, plus Claira may have work unless requests off with adequate time. I truly believe your original plan was better for them and you, but whatever you think....

------ Forwarded message ------From: Upstart <support@upstart.com>
Date: Mon, Mar 15, 2021 at 2:59 AM
Subject: Monthly payment reminder
To: Ryan Scott <sjeanle01@gmail.com>



Hi Ryan,

Your Upstart loan payment for L359964 is coming up. You have \$262.06 due. You will need to log into your account and manually transfer payment from your Wells Fargo checking: x-9036 bank account. Please remember to initiate your payment on your dashboard before your due date.

Loan ID

L359964

Case 23-43301-mxm13 Doc 38 Filed 04/19/24 Entered 04/19/24 12:58:09 Desc Main Document Page/26 p/134y

yan cancel lage/26 p/134y

JS<s

I service? (my work of person

phone) Gmail J S <sjeanie01@gmail.com>

Re: Did you cut off cell service?

1 message

Ryan Scott <ryscott004@gmail.com> To: Jeanie Scott <sjeanie01@gmail.com>

Fri, Mar 19, 2021 at 10:21 AM

Yes ma'am. Just yours. You'll need to open an account. Internet is next.

Sent from my iPhone

> On Mar 19, 2021, at 12:17 PM, Jeanie Scott <sjeanie01@gmail.com> wrote:

>



J S <sjeanie01@gmail.com>

# Re: Did you cut off cell service?

1 message

Jeanle Scott <sjeanle01@gmail.com>
To: Ryan Scott <ryscott004@gmail.com>

Fri, Mar 19, 2021 at 10:31 AM

The autopay card didn't have enough available to clear it I was trying to log in to pay, but obviously will not now. I have work appointments and critical conversations to respond to that now I cannot. The kids can't get a hold of me if they need to. I think it's clear that was an inappropriately impulsive action.

On Fri, Mar 19, 2021 at 10:23 AM Ryan Scott <ryscott004@gmail.com> wrote: Claira's is good.

Sent from my iPhone

> On Mar 19, 2021, at 12:17 PM, Jeanie Scott <sjeanie01@gmail.com> wrote:

Case 23-43301-mxm13 Doc 38 Filed 04/19/24 Entered 04/19/24 12:58:09 Desc Main / / 2

Gmail J S < sjeanie01@gmail.com>

Tomaii

Re: Payment for your Upstart loan has not been received

1 message

Jeanie Scott <sjeanie01@gmail.com>
To: Ryan Scott <ryscott004@gmail.com>

Sat, Mar 27, 2021 at 8:01 PM

This is the one we already discussed.

To refresh your memory, it's a reduced payment this month due to COVID. You had also called them for COVID relief last year, which they granted, so not sure why you've forgotten. I just sent this as a courtesy reminder to help you avoid a bad mark on your credit in the interim, if desired.

On Sat, Mar 27, 2021 at 4:10 PM Ryan Scott <ryscott004@gmail.com> wrote:

Pay it. Smells like fraud to me.

Sent from my iPhone

On Mar 27, 2021, at 1:48 PM, Jeanie Scott <sjeanie01@gmail.com> wrote:

FYI

----- Forwarded message -----

From: Upstart® Loan Operations <servicing@upstart.com>

Date: Sat, Mar 27, 2021 at 11:10 AM

Subject: Payment for your Upstart loan has not been received

To: <sjeanie01@gmail.com>



Hi Ryan,

Just wanted to reach out and let you know that we haven't yet received the payment for your Upstart loan, which was due on 3/22/2021. If you've already sent it, you can ignore this email.

If not, then we wanted to let you know that you can log in to your account at <a href="https://www.upstart.com">https://www.upstart.com</a> and click "Make a Payment" to schedule a payment anytime.

If you have any concerns about this information, you can reach us at servicing@upstart.com or ( 855) 451-6753.

We're available Monday to Friday between 6 AM - 6 PM Pacific Time and Saturday between 7 AM - 4 PM Pacific Time, except New Years Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Best Regards,







Ry>

Aug 3, 2020 at 3:46 PM

Calling navy fed in case be ready

# Um ok

Nvm. They helped me. I was able to defer one more time for the car payment and consolidation loan. That'll help immensely since we have to send so much to Upstart this month because of the past payments they require upfront

Yay!!!

more filmation

We basically have to send three months of payments to Upstart now otherwise it's going to reflect bad on our credit.

# Good, something worked out today.

Yeah seriously. I'm surprised they were able to do this but they said it's the last time they can. Just this mo.

Ok

🛨 ( iMessage



Case 23-43301-mxm13 Doc 38 Filed 04/19/24 Entered 04/19/24/12:58:09 Desc Main 9/12

Resume Stuff Without another Was re-bired My Resume Stuff of later fired From: Ryan Scott (ryan.scott5@att.net) To: ryan.scott5@att.net; scott.jeanie@att.net Date: Monday, November 12, 2018 at 09:08 AM PST Thanks, Ryan Scott 817.944.0606 Resume Ryan Scott Updated 5.30.17 Final.pdf 147.9kB Resulting in credit use, Consolodation + personal family boans to Sustain each time, year after year. Resume Ryan Scott Updated 11.12.18 Final.pdf 198.3kB Resume Ryan Scott Updated 5.30.17 Final.docx 27.1kB

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Ryan Scott

33 Gatewood Drive Aliso Viejo, CA 92656 **(817) 944-0606** ryan.scott5@att.net

#### STREAMLINE FINISHES INC Lake Forest, California

2017 - present

A Southern California based painting contractor that focuses on high quality painting and finishes for new commercial construction of multi family structures such as high rises, condominiums and apartments. Streamline Finishes takes on projects from the San Diego area all the way up to the Oakland and bay areas with an emphasis in the Orange County and Los Angeles Area. Many of the builders and General Contractors that we perform work are some of the industry's best in all three regions.

#### Senior Project Manager

2017 – present

Assist estimating with Project RFPs, creating Change Orders and identifying scope changes. Coordinating submittals and RFIs for 10 20 concurrently running projects. Building relationships with Project Managers and Project Executives. Working directly with the field including assisting my General Superintendent with coordination and man power. Creating Schedule of Values to accurately track and create billings. Track material costs with vendors and suppliers to stay under budget. Monitoring contract documents for changes and relaying to the field for execution. Working directly with upper management to create better systems for field and office personnel. Train and direct new employees all the while helping them succeed within the company. Quantify and create Wallcovering Orders for all awarded projects and confirming deliveries for deadlines. Coordination of sub tier vendors and installers for materials required on multiple sites. Perform site walks with builders, field foremen and superintendents to ensure schedules are kept, confirming quality and executing contract obligations.

## PACIFIC ENVIRONMENTAL TECHNOLOGIES Corona, California

2016-2017

Pacific Environmental Technologies focuses on providing design/build environmentally controlled clean room environments for the aerospace, semiconductor, biomedical, pharmaceutical and related industries. As a general contractor in these specialized fields, we strive to provide quality turnkey projects with the client's business applications and needs as the number one priority.

Project Manager 2016 – 2017

Assist sales with estimates and proposals for pricing and budgets. Work closely with engineering and client to achieve design of architectural, structural and mechanical aspects to obtain design drawings. Manage and schedule project duration and sequence of work to be executed as well as subcontractors and vendors. Procure all materials and equipment avoiding delays by identifying long lead items ahead of time. Track all RFIs, submittals and change orders as rquired. Conduct and enforce weekly safety meetings with subcontractors and workers in the field. Achieve city required permitting and inspections. Ensure compliance with city and state regulations during construction period.

#### **DPR GENERAL CONTRACTORS** Newport, California

2015 - 2016

DPR Construction is a unique technical builder with a passion for results. Ranked in the top 50 general contractors in the country since 1997, we are a national commercial contractor and construction manager that has grown with our customers by delivering measurably more value. Whether a multi-million-dollar technical facility or a conference room renovation, we execute every project with relentless accountability. We listen to your goals. We develop strategies based on your business. We track our performance. We do everything we can to earn your trust and build great lasting relationships.

Project Engineer 2015 – 2016

Aid strategy, organization and information flow for job layout and project management, while interfacing with designers, engineers and owners. Prepare minutes, drawings and facilitate owner and team meetings. Review subcontractor and vendor drawings, product data, samples and manuals to ensure compliance and

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Ryan Scott

33 Gatewood Drive Aliso Viejo, CA 92656 **(817) 944-0606** ryan.scott5@att.net

coordination with contract documents. Schedule and expedite submittals and material, equipment purchases and delivery. Schedule subcontractor work and ensure subs are ready on schedule. Identify, formalize and distribute change documents to all affected parties, issue and expedite requests for quotations to subcontractors and vendors, and review quotes for fairness and accuracy. Estimate design costs. Assemble and notify all parties of approved change orders in accordance with owner contract requirements. Prepare and monitor equipment and material coding logs. Update record drawings. Maintain submittal log. Monitor safety inspection and accident logs and reports. Maintain request for information log and post RFI responses on record drawings. Distribute new drawings, changes, approved submittals, RFI responses and other project information to all affected parties.

#### HILL & WILKINSON GENERAL CONTRACTORS Richardson, Texas

2014 - 2015

Hill & Wilkinson is a 450 million dollar firm that strives to bring trust, respect, honesty and commitment to every project. Hill & Wilkinson has built a solid reputation among clients and peers by getting to know customers personally, outlining expectations early-on and maintaining the highest level of quality and safety. Services include Preconstruction, Virtual Design and Construction (VDC), Integrated Project Delivery, Design-Build, Construction Management and Facility Commissioning.







Oct 23, 2020 at 11:34 AM

Don't buy me a ticket

Don't give a rip

Don't want to go

Scheduling Osh

I'm putting two weeks in.

Telling Brian this afternoon

**Text Message** 

I'm putting two weeks in.

Telling Brian this afternoon

Cancelled appts

iMessage

Two weeks are in at the job

All appt cancelled

Oct 23, 2020 at 6:17 PM

He's going nuts

+ (iMessage

quit motorisher it worker it worker it worker is a cosh is a father that artist

So quithing to t going to tattoo.

**(**